



Embassy of the United States of America

Tokyo, Japan

September 4, 2020

Dear Prospective Offerors:

Subject: Request for Quotations Number 19JA80-20-Q-0817
Air-Conditioning Unit Replacement Services

The Embassy of the United States of America seeks to enter into a contract with a qualified, responsible, and reliable firm with sufficient knowledge and facilities for obtaining replacement services for Air-Conditioning Unit at the Deputy Chief of Mission's Residence (DCMR) of the U.S. Embassy Tokyo in Japan.

Note: As required by U.S. Government's federal acquisition regulation (FAR), prospective offeror shall be registered in the System for Award Management (SAM) database prior to award of a contract. The website link providing additional vendor registration information is: <https://www.sam.gov/SAM/>.

If you are interested in submitting a quote on this project, follow the instructions in Section 3: Solicitation Provisions of the Request for Quotations (RFQ), complete the required portions of the enclosed document, and submit via email to shown on the next page.

1. Pre-quotation Conference and Site Visit

(a) To provide all the quoters with a uniform explanation of requirements, the Embassy will hold a pre-quotation conference and site visit, as follows:

Date: Wednesday, September 9, 2020
Time: From 10:00 a.m. to on/about 11:30 a.m.
Location: Meet at the Deputy Chief of Mission's Residence of the U.S. Embassy, 1 Azabu Nagasaka-cho, Minato-ku, Tokyo 106-0043

(b) All interested quoters who wish to attend must submit individual name (s), limited to two persons per company, company name/address, telephone/fax numbers, and email address to Masao Chuma via email at ChumaMX@state.gov by no later than 12:00 noon, Tuesday, September 8, 2020 (local time), to arrange entry to the Residence compound.

(c) Attendee(s) must present an identification (ID) card with photo on it (e.g. driver's license, passport, etc.) as it is required for entering the compound.

(d) Please note that PCs, electronic measuring equipment, cameras, and any kinds of electronic device are not allowed to bring for this meeting.

(e) Photography is NOT ALLOWED. Embassy will provide approved photos on website when request arise.

2. Questions

Following the conference, quoters may submit questions (in English) in regard to this RFQ by 3:00 p.m., Friday, September 11, 2020 (local time) via email at ChumaMX@state.gov. All questions will be consolidated and one response will be prepared and posted on the Embassy's website, the same website from where you obtained the solicitation documents.

3. Quotations

Quotations must be received by no later than **3:00 p.m., Wednesday, September 16, 2020 (local time)** to Masao Chuma of U.S. Embassy Tokyo, via **email** to the indicated below. No quotation will be accepted after this time.

Point of Contact: Masao Chuma
Email: ChumaMX@state.gov
Subject: RFQ 19JA80-20-Q-0817

Mobile: 090-1110-9306
Embassy Telephone Operator: 03-3224-5000

It is understood that no payment will be made for preparation and submission of your quotation.

Thank you in advance for your interest and your time in participating in the request for quotations process.

Sincerely,



Darin A. Phaovisaid
Contracting Officer

Enclosure:
Request for Quotations 19JA80-20-Q-0817

REQUEST FOR QUOTATIONS (RFQ) <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ [] IS [<input checked="" type="checkbox"/>] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES 52
1. REQUEST NO. 19JA80-20-Q-0817		2. DATE ISSUED September 4, 2020		3. REQUISITION/PURCHASE REQUEST NO. PR9227811	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		
5A. ISSUED BY GSO/Procurement Unit U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420					6. DELIVER BY (Date)		
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)					7. DELIVERY		
NAME Masao Chuma		TELEPHONE NUMBER		<input checked="" type="checkbox"/> FOB DESTINATION OTHER (See Schedule)			
		AREA CODE +81	NUMBER 3-3224-5752				
8. TO:					9. DESTINATION		
a. NAME		b. COMPANY			a. NAME OF CONSIGNEE U.S. Embassy		
c. STREET ADDRESS					b. STREET ADDRESS 1-10-5 Akasaka, Minato-ku		
d. CITY		e. STATE		f. ZIP CODE	c. CITY Tokyo		
					d. STATE	e. ZIP CODE 107-8420	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE: Wednesday, September 16, 2020; 3:00 p.m.		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter					
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Replacement services of Air-Conditioning Unit at Deputy Chief of Mission's Residence (DCMR) of U.S. Embassy, in accordance with terms and conditions of the request for quotations. This RFQ incorporates FAR clause 52.212-4 and provision 52.212-1 by reference.			(See subsection 1.1.3 Grand Total Price under Section 1)			
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %		b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %		d. CALENDAR DAYS NUMBER %
NOTE: Additional provisions and representations [<input checked="" type="checkbox"/>] are [] are not attached.							
13 NAME AND ADDRESS OF QUOTER				14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION	
a. NAME and ADDRESS OF QUOTER (COMPANY) DUNS No.:							
c. COUNTY							
d. CITY		e. STATE		f. ZIP CODE		c. TITLE (Type or print)	
						AREA CODE NUMBER	

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Section 1: The Schedule

1.1 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-20-Q-0817, Blocks 11(f), Amount

1.1.1 Scope of Contract

(a) The Contractor shall provide replacement services of Air-Conditioning Unit at Deputy Chief of Mission's Residence (DCMR) of the U.S. Embassy, in accordance with the specifications, terms and conditions set forth herein.

(b) The Contractor shall complete all work (including furnishing all labor, material, equipment, and services) required under this contract for a following firm fixed price. This price shall include, but not limited to, all labor, materials, transportation, insurance, overhead, and profit.

1.1.2 Offers and Payment in U.S. Dollars

(1) U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

(2) Foreign Firms. Any firm, which is not a U.S. firm, is a foreign firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in Japanese Yen.

1.1.3 Pricing

Replacement services of Air-Conditioning Unit at Deputy Chief of Mission's Residence of the U.S. Embassy, in accordance with subsection 1.2 - Schedule of Supplies/Services:

Grand Total Price: _____

1.1.4 The U.S. Embassy Tokyo is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the U.S. Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments. (For non-Designated Stores, please visit the following link for registration:
<https://www.nta.go.jp/taxes/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>

1.2 Continuation to SF-18, Request for Quotations (RFQ) Number
19JA80-20-Q-0817, Block 11(b), Schedule of Supplies/Services

1.2.1 Scope of work

Install the Multi Type Twin, Package Air-Conditioning Unit (A/C Unit) to provide cooling/heating for the Dining Room located on the main floor of DCMR (Deputy Chief of Mission's Residence).

(1) The Contractor shall install the Package Air-Conditioning Unit as follows:

Mfr: Hitachi Global Solutions K. K., Package Air
Conditioning Unit, Set Model: RPK-GP160RGHP3
(省エネの達人プレミアム、同時ツイン)

Model: Outdoor Unit: RAS-GP160RGH1
Cooling Capacity 14 kW, Heating Capacity 16 kW
3 ph, 200V, 50/60 Hz, Max.Amp: 23.5 A.

Indoor Unit #1 & #2 Wall Mounted (for DCMR Dining
Room): RPK-GP80K3 x 2ea, Cooling Capacity 8 kW,
Heating Capacity 9 kW, 1 ph, 200V, 50/60 Hz

(2) The indoor units shall both be Wall Hung Type, installed on the wall as shown on the attached drawing. (Attachment - A-1). The Contractor shall hang the indoor unit with appropriate wall anchors in accordance with the manufacturer's instruction. The anchors/screws shall be fastened to the metal studs in the wall.

(3) Wireless or wired Remote Controller(s) shall be installed on the wall adjacent to the existing light switch in the dining room.

(4) The outdoor air cooled condenser unit shall be installed on the back side outside of the building as shown on the drawing. The Contractor shall install a concrete pad or appropriate footing for the new outdoor unit. The unit shall be anchored in accordance with the manufacturer's instruction.

(5) The Contractor shall use the piping route as indicated in the drawing (Attachment - A-1). The Contractor shall use x-ray to avoid hitting the rebars, mark and drill with a core to make a hole big enough for the new refrigerant piping penetrating the building wall. The Contractor shall use ready-made refrigerant piping and power/operation cable set to connect the indoor fan units to outdoor compressor unit. The condensate drain pipe shall be pulled from the indoor units and piped to the outdoor garden along the exterior wall. The Contractor shall properly

seal the wall penetration (weather tight) with silicone sealant after pulling refrigerant piping and cables.

(6) Electrical Work: The power 200VAC, 3ph and 1ph shall be taken from the electrical panel located on the roof. Install new conduit pipes throughout from the roof top electrical panel up to the Outdoor Unit, with proper supports. The power cables shall be pulled through those conduit pipe throughout, not directly exposed. Replace the MCCB Circuit Breaker (spare) inside the roof top electrical panel.

(7) Thermal Insulation and Jacketing: The new refrigerant piping shall be furnished/wrapped with JIS standard thermal insulation that originally comes with the refrigerant piping. Any exposed copper tubes (refrigerant line) shall be wrapped with additional insulation (same material) and with appropriate tapes seamlessly. The finishing Jacket for the outdoor shall be manufacturer's standard PVC colored cover to match the existing wall color. The indoor finishing Jacket shall be PVC moletype with color to match the wall.

(8) All installation/connection shall be in strict accordance with the manufacturer's installation guidelines.

(9) Test Operation: Upon completion of the installation, the Contractor shall test the A/C unit and ensure the unit is operating as so designed and intended by the manufacturer. Add additional refrigerant to the system for proper working efficiency.

(10) The Contractor shall be responsible for protecting existing floors, walls and its surrounding in the room from any potential damages in performing the contracted work. As required, cover those with plastic sheet for protection. The Contractor shall be responsible for keeping the work areas as clean and neat as possible. After completion, clean the work areas in vacuum clean conditions. All debris from the contracted work shall be disposed of outside Embassy Compound in accordance with the applicable local codes for industrial waste disposal.

(11) Safety/Hazard Assessment:

Hazard Assessment/Safety: The COR or COR's designee will review and identify the safety, health and environmental requirements based on the hazards anticipated for the construction project. The Contractor shall fill in the attached Hazard Assessment Sheet and submit to the A/POSHO for approval.

(Attachment - B) It is noted that the Contractor shall fully understand and implement the Hazard Assessment. Based on the hazard assessment, the Contractor shall put necessary controls in place for safety, health and environmental requirements from the

start through the completion of the contract, at no additional cost to the Embassy. The COR or COR's designee will inspect the site regularly and inform Contractors of any non-compliance with safety requirements. Non-conformance with this requirement is subject to work suspension, which may lead to contract termination. Contractor will need to follow all USG and Japanese safety laws. Contractor will also need to provide a list of safety items being used; the type of training that has been given on these items and to have a training session with the Embassy's Safety Coordinator prior to the commencement of work.

(12) Materials/Labor: The Contractor shall furnish all materials and labor required to complete the contracted work. All materials used for the contracted work shall meet or exceed Japan Industrial Standard (JIS).

(13) The Contractor shall guarantee all work completed under this contract against any defects for the period of one (1) year from the date of acceptance by the Contracting Officer's Representative (COR). Any defects attributed to the materials and workmanship provided by the Contractor shall be corrected accordingly at no cost to the Embassy.

1.2.2 Contractor Responsibility

(1) The Contractor shall be liable for disposal of all debris produced from the contracted work in compliance with applicable local codes for industrial waste disposal.

(2) Hazardous materials: The Contractor shall provide the U.S. Government a hazardous material (HM) inventory and material safety data sheets (MSDS) in English before any such HM comes to the work site.

(3) Contractor personnel: The Contractor shall ensure that all personnel employed in the performance of this contract are qualified and possess the necessary licenses required in their respective trades.

(4) The Contractor shall provide all labor, tools, materials, equipment, supervision, and services, unless otherwise specified, to complete the work covered with the contract. All the work and procedures shall be performed in conformity to the specifications and work requirements herein. All local labor standards for occupational safety and health apply to this contract.

(5) The Contractor shall provide information on all employees working during the project via the Embassy Tokyo to the Military Base Security. Details on security access procedures will be provided by the Embassy staff.

(6) Schedule of work: No work on site shall be commenced prior to the approval of the U.S. Government.

(7) Inspection and acceptance by the U.S. Government: The U.S. Government reserves a right to inspect and test all the work under this contract at any time. If any of the work does not conform to the contract requirements and/or specifications, the U.S. Government may require the Contractor to perform the services again at no additional cost to the U.S. Government.

(8) All work, either in progress or in a completed state under this contract, shall be continuously protected by the Contractor against any damage, and shall be so secured as to preclude any accident or damage to adjacent property or personnel, until turned over to and accepted by the U.S. Government. Upon completion of all the work under this contract, the Contractor shall thoroughly clean all the construction areas prior to turnover to the U.S. Government.

1.2.3 Laws and Regulations

(1) Compliance Required. The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the Contractor shall comply with the more stringent of:

- a. the requirements of such laws, regulations and orders; or
- b. the contract.

If a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

(2) Labor, Health and Safety Laws, and Customs. The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

(3) Evidence of Compliance. The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

Section 2: Contract Clauses

2.1 Contract Clauses

FAR 52.212-4 Contract Terms and Conditions - Commercial Items (OCT 2018) and (Deviation 2017-02) (June 2017), is incorporated by reference (see SF-18, Block 11(b)).

"None"

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (Jun 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#))).
- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ✓ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (5) [Reserved].
- ___ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ✓ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).
- ___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ___ (10) [Reserved].
- ___ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-3](#).
- ___ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-4](#).
- ___ (13) [Reserved]
- ___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Mar 2020).
- ___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- ___ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- ___ (v) Alternate IV (Jun 2020) of [52.219-9](#).
- ___ (18) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

- ___ (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657 f](#)).
- ___ (22) (i) [52.219-28](#), Post Award Small Business Program Representation (Mar 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
- ___ (27) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ✓ (28) [52.222-19](#), Child Labor. Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- ✓ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ___ (30) (i) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- ___ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- ___ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (July 2014) of [52.222-35](#).
- ___ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- ___ (ii) Alternate I (July 2014) of [52.222-36](#).
- ___ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ✓ (35) (i) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the

acquisition of commercially available off-the-shelf items.)

- ____ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ____ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ____ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (Oct 2015) of [52.223-13](#).
- ____ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of [52.223-14](#).
- ____ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- ____ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of [52.223-16](#).
- ✓ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ____ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- ____ (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- ____ (47) (i) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).
(ii) Alternate I (Jan 2017) of [52.224-3](#).
- ____ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- ____ (49) (i) [52.225-3](#), Buy American.Free Trade Agreements.Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
(ii) Alternate I (May 2014) of [52.225-3](#).
(iii) Alternate II (May 2014) of [52.225-3](#).
(iv) Alternate III (May 2014) of [52.225-3](#).
- ____ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- ✓ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).
- ___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ✓ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).
- ___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ___ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- ✓ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
- ___ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- ___ (iii) Alternate II (Feb 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ___ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

- ____ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ____ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- ____ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- ____ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause.

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#)).

- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (vii) [52.222-26](#), Equal Opportunity (Sept 2015) (E.O. 11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#))
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiii)
 - (A) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
 - (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of clause)

Add the following clause in full text:

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition

applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered

telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

FAR 52.229-12 Tax on Certain Foreign Procurements (JUN 2020)

(a) Definitions. As used in this clause—
Foreign person means any person other than a United States person.
United States person, as defined in 26 U.S.C. 7701(a)(30), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and
- (5) Any trust if—
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt

from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

- (i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and
- (ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

- (1) Included in the contract price; nor
- (2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

2.2 Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

The following Federal Acquisition Regulation (FAR) clauses are provided in full text:

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: <https://acquisition.gov/browse/index/far> this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at https://ecfr.io/cgi-bin/text-idx?SID=d9a7851186785ba2b1896db79b1b6b29&mc=true&tpl=/ecfrbrowse/TITLE48/48tab_02.tpl to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (JUL 2014)
52.228-4	Worker's Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.229-6	Foreign Fixed Price Contracts (FEB 2013)
52.232-39	Unenforceability of Unauthorized Obligations (JUNE 2013)

The following Department of State Acquisition Regulation (DOSAR) clauses are provided in full text:

Contractor Identification (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- (1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- (2) Clearly identify themselves and their contractor affiliation in meetings;
- (3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- (4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

DOSAR 652.232-70 Payment Schedule and Invoice Submission (Fixed-Price) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in one original to the office shown below. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Attn: Financial Management Center
U.S. Embassy Tokyo
(Invoice for PO# 19JA80-20-P-0817)

The Contractor may submit invoices electronically to
TokyoInvoices@state.gov.

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

(The U.S. Government will provide the winner of the contract an electronic funds transfer (EFT) form to fill out.)

DOSAR 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Maintenance Supervisor of Facility Management Office at the U.S. Embassy Tokyo, Japan.

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

DOSAR 652.229-70 Excise Tax Exemption Statement for Contractors within the United States (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained

from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

Section 3: Solicitation Provisions

3.1. Solicitation Provisions

3.1.1 (a) FAR 52.212-1, Instructions to Offerors - Commercial Items (Jun 2020), is incorporated by reference. (see SF-18, Block (b))

Addendum to 52.212-1: none

3.2 Summary of Instructions

The quoter shall complete and submit one copy of the following:

(a) Volume 1 - Standard Form 18 (SF-18). Volume 1 consists of completion of blocks 13, 14, 15, and 16 of the form (page 1);

(b) Volume 2 - Price. Volume 2 consists of Section 1.1.3: Pricing (page 3) of the RFQ, and Price breakdown. Quoters must include the currency which they are submitting their prices in.

(c) Volume 3 - Representations and Certifications. Volume 3 consists of Section 5: Representations and Certifications (complete all portions that are applicable) of RFQ.

Quotation must be received no later than **3:00 noon, Wednesday, September 16, 2020 (local time) via email** shown below. **(Not via Postal Mail or Fax)**

No quotations will be accepted after this time.

Point of Contact: Masao Chuma
Email: ChumaMX@state.gov
Subject: RFQ 19JA80-20-Q-0817

Mobile: 090-1110-9306
Embassy Telephone Operator: 03-3224-5000

* After submitted of quotation, quoter shall contact Masao Chuma by phone or separate email to confirm the receipt of quotation.

The quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this RFQ in the appropriate volume of the quote.

52.237-1 Site Visit (APR 1984)

(a) The site visit will be held on **Wednesday, September 9, 2020** at 10:00 a.m. (local time).

(b) Participants will Meet in front of Deputy Chief of Mission Residence, 1-banchi, Azabu-Nagasaka-cho, Minato-ku, Tokyo 106-0043

(c) Prospective offerors/quoters should contact Masao Chuma (ChumaMX@state.gov) for additional information or to arrange entry to the building.

3.3 Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) solicitation provisions are incorporated by reference:

<u>Provision</u>	<u>Title and Date</u>
52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.214-34	Submission of Offers in the English Language (APR 1991)

The following Department of State Acquisition Regulation (DOSAR) provision is provided in full text:

DOSAR 652.206-70 Advocate for Competition/Ombudsman (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the

contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister-Counselor for Management Affairs, at TEL: +81-3-3224-5585 or FAX: +81-3-3224-5303. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to:

Department of State
Acquisition Ombudsman
Office of the Procurement Executive (A/OPE)
Suite 1060, SA-15
Washington, DC 20520
U.S.A.

Section 4: Evaluation Factors

4.1 Evaluation Factors

The U.S. Government intends to award a contract resulting from this Request for Quotations (RFQ) to the lowest priced, acceptable, responsible offeror. The evaluation process shall include the following:

(a) Award will be made to the lowest priced, acceptable, responsible offeror. The U.S. Government reserves the right to reject proposals that are unreasonably low or high in price.

(b) Although the award is to be made to the lowest priced offeror, the U.S. Government may request a list of experience/past performance, licenses/permits if required, and financial statements to determine whether or not the offeror is a responsible contractor.

(c) The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.

(d) The Government will determine contractor responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

(1) Adequate financial resources or the ability to obtain them;

(2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;

(3) Satisfactory record of integrity and business ethics;

(4) Necessary organization, experience, and skills or the ability to obtain them;

(5) Necessary equipment and facilities or the ability to obtain them; and

(6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.2 Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

The following Federal Acquisition Regulation (FAR) provisions are provided in full text:

FAR 52.225-17 Evaluation of Foreign Currency Offers (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

Section 5: Representations and Certifications

5.1 Offeror Representations and Certifications

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13,

2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ___ will, ___ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e) (1) of this section if the Offeror responds “will” in paragraph (d) (1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ___ does, ___ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e) (2) of this section if the Offeror responds “does” in paragraph (d) (2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d) (1) of this provision. If the Offeror has responded “will” in the

representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number,

manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(End of provision)

FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (DEC 2019)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representation. The Offeror represents that it ___ does, ___ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

FAR 52.212-3 Offeror Representations and Certifications - Commercial Item (Jun 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management

(SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision—

“Covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic

corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#)

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part127), means a small business concern that is at least 51 percent directly and

unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Reserved.

(d) Reserved.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Reserved.

(g) Reserved.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h) (2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals

contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503](#)(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Reserved.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror ☐ does ☐ does not certify that—

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror ☐ does ☐ does not certify that—

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by

the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o) (2) of this provision do not apply if—

- (i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p) (1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p) (2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the

last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____

(Do not use a "doing business as" name)

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)*].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall

provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

Add the following provision:

FAR 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)

(a) Definitions. As used in this provision—

Foreign person means any person other than a United States person. Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if—
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS

as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

- (1) It ☐ is ☐ is not a foreign person; and
- (2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
- (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

5.2 Addendum to Solicitation Provisions - FAR and DOSAR Provisions
not Prescribed in Part 12

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

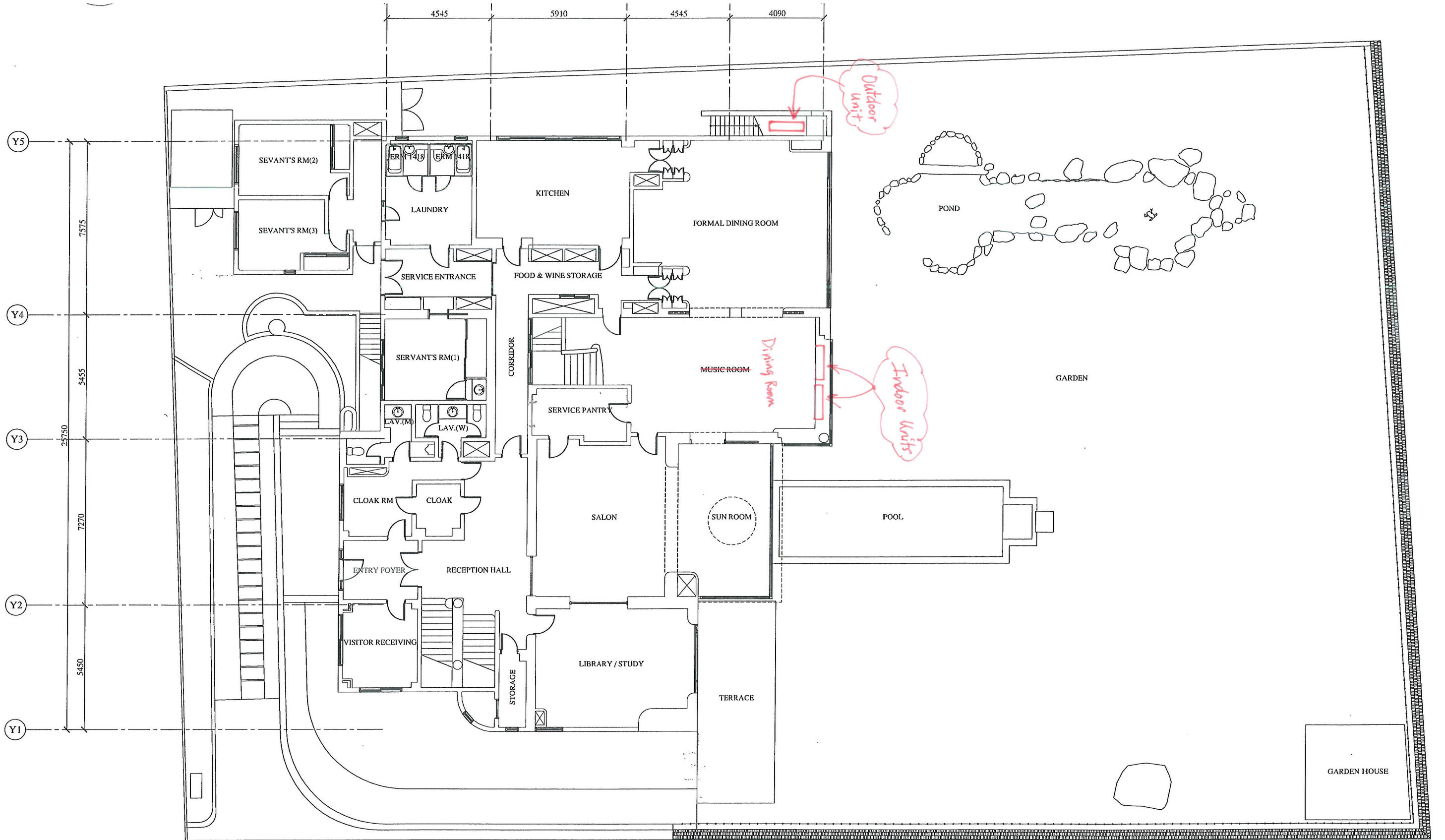
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](https://www.acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://www.e-cfr.gov) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) solicitation provisions are incorporated by reference:

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (Jun 2020)



1ST FL PLAN

かべかけ

省エネ ... 省エネルギー法 2015年度基準値クリア

グリーン ... グリーン購入法 2020年度判断基準値クリア

冷暖 シングル

注) 多機能リモコンで使用することも可能です。

NEW 新価格	チャージレス	R32	NEW 新価格	チャージレス	R32	NEW 新価格	チャージレス	R32	NEW 新価格	チャージレス	R32
40 型(1.5馬力相当)	20m		45 型(1.8馬力相当)	20m		50 型(2.0馬力相当)	30m		56 型(2.3馬力相当)	30m	
冷房: 3.6(1.1 ~ 4.0)kW 暖房: 4.0(1.0 ~ 5.4)kW			冷房: 4.0(1.1 ~ 4.5)kW 暖房: 4.5(1.2 ~ 5.9)kW			冷房: 4.5(1.5 ~ 5.0)kW 暖房: 5.0(1.3 ~ 6.3)kW			冷房: 5.0(1.5 ~ 5.6)kW 暖房: 5.6(1.4 ~ 7.1)kW		
403 RPK-GP40RGHJ3 省エネ クリーン			405 RPK-GP45RGHJ3 省エネ クリーン			407 RPK-GP50RGHJ3 省エネ クリーン			409 RPK-GP56RGHJ3 省エネ クリーン		
404 RPK-GP40RGH3 省エネ クリーン			406 RPK-GP45RGH3 省エネ クリーン			408 RPK-GP50RGH3 省エネ クリーン			410 RPK-GP56RGH3 省エネ クリーン		
室内RPK-GP40K3 176,000円 室外RAS-GP40RGHJ1 485,000円 ワイヤレスリモコンPC-AWR 19,000円			室内RPK-GP45K3 180,000円 室外RAS-GP45RGHJ1 531,000円 ワイヤレスリモコンPC-AWR 19,000円			室内RPK-GP50K3 215,000円 室外RAS-GP50RGHJ1 581,000円 ワイヤレスリモコンPC-AWR 19,000円			室内RPK-GP56K3 226,000円 室外RAS-GP56RGHJ1 624,000円 ワイヤレスリモコンPC-AWR 19,000円		
セット価格 680,000円			セット価格 730,000円			セット価格 815,000円			セット価格 869,000円		
NEW 新価格	チャージレス	R32	NEW 新価格	チャージレス	R32	NEW 新価格	チャージレス	R32			
63 型(2.5馬力相当)	30m		80 型(3.0馬力相当)	30m		112 型(4.0馬力相当)	30m				
冷房: 5.6(1.5 ~ 6.3)kW 暖房: 6.3(1.6 ~ 8.0)kW			冷房: 7.1(1.8 ~ 8.0)kW 暖房: 8.0(2.0 ~ 10.6)kW			冷房: 10.0(2.5 ~ 11.2)kW 暖房: 11.2(2.8 ~ 14.0)kW					
411 RPK-GP63RGHJ3 省エネ クリーン			413 RPK-GP80RGHJ3 省エネ クリーン			415 RPK-GP112RGH3 省エネ クリーン					
412 RPK-GP63RGH3 省エネ クリーン			414 RPK-GP80RGH3 省エネ クリーン								
室内RPK-GP63K3 239,000円 室外RAS-GP63RGHJ1 673,000円 ワイヤレスリモコンPC-AWR 19,000円			室内RPK-GP80K3 256,000円 室外RAS-GP80RGHJ1 737,000円 ワイヤレスリモコンPC-AWR 19,000円			室内RPK-GP112K3 268,000円 室外RAS-GP112RGH1 854,000円 ワイヤレスリモコンPC-AWR 19,000円					
セット価格 931,000円			セット価格 1,012,000円			セット価格 1,141,000円					

注) 凍結洗浄機能を使用する場合は、多機能リモコンが必要です。

冷暖 同時 個別 ツイン

同時 1 個別 2

異容量・異タイプ 組み合わせ可能

NEW 新価格	チャージレス	R32	NEW 新価格	チャージレス	R32	NEW 新価格	チャージレス	R32	NEW 新価格	チャージレス	R32
80 型(3.0馬力相当)	30m		112 型(4.0馬力相当)	30m		140 型(5.0馬力相当)	30m		160 型(6.0馬力相当)	30m	
冷房: 7.1(1.8 ~ 8.0)kW 暖房: 8.0(2.0 ~ 10.6)kW			冷房: 10.0(2.5 ~ 11.2)kW 暖房: 11.2(2.8 ~ 14.0)kW			冷房: 12.5(3.1 ~ 14.0)kW 暖房: 14.0(3.5 ~ 18.2)kW			冷房: 14.0(3.2 ~ 16.0)kW 暖房: 16.0(4.0 ~ 20.2)kW		
416 RPK-GP80RGHPJ3 省エネ クリーン			418 RPK-GP112RGHP3 省エネ クリーン			419 RPK-GP140RGHP3 省エネ クリーン			420 RPK-GP160RGHP3 省エネ クリーン		
417 RPK-GP80RGHP3 省エネ クリーン											
室内RPK-GP80K3x2 352,000円 室外RAS-GP80RGHJ1 737,000円 分岐管TW-NP16A 22,000円 リモコンPC-ARF5 30,000円			室内RPK-GP56K3x2 452,000円 室外RAS-GP112RGH1 854,000円 分岐管TW-NP16A 22,000円 リモコンPC-ARF5 30,000円			室内RPK-GP71K3x2 492,000円 室外RAS-GP140RGH1 1,031,000円 分岐管TW-NP16A 22,000円 リモコンPC-ARF5 30,000円			室内RPK-GP80K3x2 512,000円 室外RAS-GP160RGH1 1,128,000円 分岐管TW-NP16A 22,000円 リモコンPC-ARF5 30,000円		
セット価格 1,141,000円			セット価格 1,358,000円			セット価格 1,575,000円			セット価格 1,692,000円		
NEW 新価格	チャージレス	R410A									
224 型(8.0馬力相当)	30m										
冷房: 20.0(4.6 ~ 22.4)kW 暖房: 22.4(5.6 ~ 28.0)kW											
421 RPK-AP224GHP8 省エネ クリーン											
室内RPK-GP112K3x2 536,000円 室外RAS-AP224GH3 1,589,000円 分岐管TW-NP28A 24,000円 リモコンPC-ARF5 30,000円											
同時 セット価格 2,179,000円											
個別の場合 ワイヤレスリモコンPC-AWRx2 38,000円											
個別 セット価格 2,187,000円											

注) 個別の場合、多機能リモコンで使用することも可能です。

冷暖 同時 個別 トリプル

同時 1 個別 3

異容量・異タイプ 組み合わせ可能

NEW 新価格	チャージレス	R32	NEW 新価格	チャージレス	R410A	NEW 新価格	チャージレス	R410A	NEW 新価格	チャージレス	R410A
160 型(6.0馬力相当)	30m		224 型(8.0馬力相当)	30m		280 型(10.0馬力相当)	30m		335 型(12.0馬力相当)	30m	
冷房: 14.0(3.2 ~ 16.0)kW 暖房: 16.0(4.0 ~ 20.2)kW			冷房: 20.0(4.6 ~ 22.4)kW 暖房: 22.4(5.6 ~ 28.0)kW			冷房: 25.0(5.8 ~ 28.0)kW 暖房: 28.0(7.0 ~ 35.0)kW			冷房: 30.0(6.9 ~ 33.5)kW 暖房: 33.5(8.4 ~ 37.5)kW		
422 RPK-GP160RGHG3 省エネ クリーン			423 RPK-AP224GHG8 省エネ クリーン			424 RPK-AP280GHG8 省エネ クリーン			425 RPK-AP335GHG8 省エネ クリーン		
室内RPK-GP56K3x3 678,000円 室外RAS-GP160RGH1 1,128,000円 分岐管TG-NP16A 33,000円 リモコンPC-ARF5 30,000円			室内RPK-GP80K3x3 768,000円 室外RAS-AP224GH3 1,589,000円 分岐管TG-NP28A 33,000円 リモコンPC-ARF5 30,000円			室内RPK-GP90K3x3 789,000円 室外RAS-AP280GH3 1,958,000円 分岐管TG-NP28A 33,000円 リモコンPC-ARF5 30,000円			室内RPK-GP112K3x3 804,000円 室外RAS-AP335GH3 2,161,000円 分岐管TG-NP28A 33,000円 リモコンPC-ARF5 30,000円		
セット価格 1,869,000円			同時 セット価格 2,420,000円			同時 セット価格 2,810,000円			同時 セット価格 3,028,000円		
			個別の場合 ワイヤレスリモコンPC-AWRx3 57,000円			個別の場合 ワイヤレスリモコンPC-AWRx3 57,000円			個別の場合 ワイヤレスリモコンPC-AWRx3 57,000円		
			個別 セット価格 2,447,000円			個別 セット価格 2,837,000円			個別 セット価格 3,055,000円		

注) 個別の場合、多機能リモコンで使用することも可能です。

日立空冷ヒートポンプ式パッケージエアコン仕様表

セット型式: **RPK-GP160RGHP3**

仕様表

セット型式		RPK-GP160RGHP3	
法定冷凍能力		トン	2.28
電源			三相200V
冷房性能	定格標準	能力	14.0[3.2~16.0]
		消費電力	3.95
		運転電流	12.3
		力率	93
		EER	3.54
	定格標準時の顕熱比 (SHF)		0.75
	中間標準	能力	6.3
		消費電力	1.20
	中間中温	能力	6.5
		消費電力	1.05
暖房性能	最小中温	能力	3.5
		消費電力	0.541
	定格標準	能力	16.0[4.0~20.2]
		消費電力	4.31
		運転電流	13.2
		力率	94
		COP	3.71
	中間標準	能力	7.2
		消費電力	1.31
	最小標準	能力	4.0
		消費電力	0.725
室内ユニット (1台分)	最大低温	能力	15.0
		消費電力	4.52
	冷暖平均エネルギー消費効率	kW/kW	3.63
		通年エネルギー消費効率 APF(区分)	5.1(g)
		通年エネルギー消費効率 APF2015	5.4
	最大運転電流		24.7
	始動電流(冷房/暖房)		-/-
	室内型式 × 台数		RPK-GP80K3 × 2台
	外形寸法 <W×D×H>		1100 × 260 × 300
	外装色 <パネル(近似値)>		ホワイト<6.8PB9.21/0.49>
室外ユニット (1台分)	送風機出力(出力 × 個数)		0.04kW × 1
	風量(H急-急-強-弱)		20-17.5-15.5-12.5
	機外静圧		0
	風向調節		上下自動、左右手動
	音圧レベル運転音(H急-急-強-弱)		47-44-40-35
	音響パワーレベル運転音(H急-急-強-弱)		63-60-56-51
	製品質量(セット化標準分)		15
	ドレン配管サイズ		VP16おす
	室外型式 × 台数		RAS-GP160RGH1 × 1台
	外形寸法 <W×D×H>		950 × 370 × 1380
共通事項	外装色 <パネル(近似値)>		ナチュラルグレー<1.0Y8.5/0.5>
	圧縮機出力(出力 × 個数)		3.45kW × 1
	保護装置		高圧遮断装置 電流検出用変流器 操作回路用ヒューズ 動力用ヒューズ 吐出ガス過熱防止用サーミスター
	設計圧力(高圧部/低圧部)		4.15/2.26
	送風機出力(出力 × 個数)		0.07kW × 1 + 0.07kW × 1
	風量(冷房/暖房)		107.0/110.0
	音圧レベル運転音(冷房/暖房)		51/53
	音響パワーレベル運転音(冷房/暖房)		71/71
	製品質量		103
	冷媒種類 × 封入量(出荷時)		R32 × 3.2kg
使用温度範囲	最大冷媒配管長		75(チャージス30)
	最大高低差(室外上/室外下)		30/20
	冷媒配管径(液側/ガス側)	室外ユニット～分岐管	φ9.52/φ15.88
		分岐管～室内ユニット	φ9.52/φ15.88
	冷房	室内温度	21~32
		室外温度	15~23
	暖房	室内温度	15~27
		室外温度	-20~15
	ワイヤードリコン × 個数		PC-ARF5 × 1
	化霜パネル × 個数		-
	冷媒分岐管 × 個数		TW-NP16A × 1

- (注) 1. [] 内はインバーターによる可変範囲を示します。
2. 性能は運転条件JIS B 8616(2015)で運転した場合を示します。
(配管長 7.5 m, 高低差 0 m)
3. APFはJIS B 8616(2006)に基づく値を示します。APFの()内は
経済産業省告示第213号(平成21年)による区分を示します。
4. APF2015はJIS B 8616(2015)に基づく値を示します。

品番

●運転条件 (JIS B 8616)

冷房	吸込空気温度(室内)	乾球/湿球	27°C/19°C
標準	吸込空気温度(室外)	乾球/湿球	35°C/-
冷房	吸込空気温度(室内)	乾球/湿球	27°C/19°C
中温	吸込空気温度(室外)	乾球/湿球	29°C/19°C
暖房	吸込空気温度(室内)	乾球/湿球	20°C/-
標準	吸込空気温度(室外)	乾球/湿球	7°C/ 6°C
暖房	吸込空気温度(室内)	乾球/湿球	20°C/-
低温	吸込空気温度(室外)	乾球/湿球	2°C/ 1°C

●APF 算出条件

店舗・オフィス用エアコン	
規格	JIS B 8616:2006
地区	東京
建物用途	戸建て店舗
使用期間	冷房 5月23日~10月10日 暖房 11月21日~4月11日
使用時間	8:00~21:00

●APF2015 算出条件

店舗・オフィス用エアコン	
規格	JIS B 8616:2015
地区	東京
建物用途	店舗
使用期間	冷房 5月7日~10月17日 暖房 11月17日~4月3日
使用時間	8:00~21:00

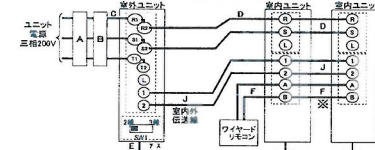
●現地配線容量

室外電源方式	A	漏電遮断器定格電流	A	30
	B	手元開閉器スイッチ容量	A	30
		手元開閉器ヒューズ容量	A	30
	C	電源配線	10mまで	mm ² 5.5
			20mまで	mm ² 5.5
	D	室内外間配線	動力20mまで	mm ² 2.0
			動力35mまで	mm ² 2.0
			動力50mまで	mm ² 2.0
	J	操作回路	動力75mまで	mm ² 2.0
	F	リモコン配線		mm ² 0.75以上
	E	アース線		mm ² ツイストペア0.75

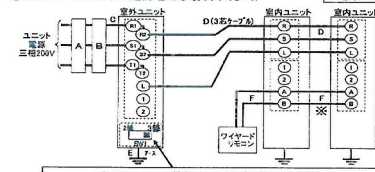
●配線図

- ①ワイヤードリコン使用の場合
②リモコン配線をA、Bの端子に接続してください。
③SW2をWIREDIに切り替えてください。

①室外ユニットだけに電源をとる場合 (B方式)



②室外ユニットだけに電源をとる場合 (C方式)



- (注) 1. 集中制御、H-LINKは対応できない場合があります。
(注) 2. 室外から室内の配線は80m以下としてください。
※ 熱交換器凍結防止用回路を使用する場合は、室内ユニット間のリモコン配線を敷設してください。
詳細は取付点検要領書等を確認してください。

●室外ユニットと室内ユニット別々に電源をとる場合 (C方式)は、システム配線図を参照ください。

- 共通事項 -
注1) 電源には必ず漏電遮断器を取り付けてください。
取り付けられていないと感電・火災の原因になることがあります。
注2) 漏電遮断器は高感度対応品(インバーター対応型)を選択してください。
注3) 漏電遮断器は、上位側の漏電遮断器との保護協調を確認してください。
注4) 室内外伝送線(J)は、0.75~1.25mm²の2芯ケーブルまたは2芯ツイストペアケーブルを使用してください。また配線総長は1000m以下としてください。
H-LINKシステム以外で100m以下の場合は、上記以外の配線も使用できます。
注5) ワイヤードリコン使用の場合、リモコンケーブルは2芯ツイストペアケーブルを使用してください。また配線総長は500m以下としてください。
配線総長30m以下の場合は2芯ツイストペアケーブル以外の配線(0.3mm²)でも使用できます。
2芯ケーブル型式: VOTF・VOT・GVV・MVVS・VVR・VVF
2芯ツイストペア型式: KPEV・KPEV-S相当品

品名

仕様表

2015年度省エネ法基準適合

日立ジョンソンコントロールズ
空調株式会社

清水図番

G0000044600

作成日
2020-01-31

317R151949

日立空冷ヒートポンプ式パッケージエアコン
店舗用室外ユニット 仕様表

型式: RAS-GP160RGH1

品番

仕様表

項		目		仕様(50/60Hz)		
型		式		RAS-GP160RGH1		
運 転 性 能	冷 房 性 能	定格 標準	能力	kW	14.0[3.2～16.0]	
			消費電力	kW	3.76	
			運転電流	A	11.5	
			力率	%	94	
			EER	kW/kW	3.72	
		始動電流		A	-	
	暖 房 性 能	定格 標準	能力	kW	16.0[4.0～20.2]	
			消費電力	kW	3.88	
			運転電流	A	11.8	
			力率	%	95	
			COP	kW/kW	4.12	
		最大 低温	能力	kW	16.1	
			消費電力	kW	5.72	
		始動電流		A	-	
		冷暖平均エネルギー消費効率			kW/kW	3.92
	最大運転電流			A	23.5	
	音圧レベル運転音(冷房/暖房)			dB(A)	51/53	
	音響パワーレベル運転音(冷房/暖房)			dB(A)	71/71	
	外装色<マンセル(近似値)>			-	ナチュラルグレー<1.0Y8.5/0.5>	
圧縮機			-	3.45kW 全密閉形		
熱交換器			-	多通路クロスフィン式		
冷媒			-	R32		
冷媒制御装置			-	電子膨張弁		
冷暖房切換装置			-	電磁四方弁		
送風機			-	プロペラファン×2		
風量(冷房/暖房)			m ³ /min	107.0/110.0		
送風機用電動機			kW	0.07+0.07		
保護装置			-	高圧遮断装置 電流検出用変流器 操作回路用ヒューズ [*] 動力用ヒューズ [*] 吐出ガス過熱防止用サーミスター		
製品質量			kg	103		
IPコード			-	IPX4		
電源			-	三相200V 50/60Hz		
法定冷凍能力			トン	2.28		

運転条件

		JIS B 8616
冷房 標準	吸込空気温度 (室内)	乾球 27℃ 湿球 19℃
	吸込空気温度 (室外)	乾球 35℃
暖房 標準	吸込空気温度 (室内)	乾球 20℃
	吸込空気温度 (室外)	乾球 7℃ 湿球 6℃
暖房 低温	吸込空気温度 (室内)	乾球 20℃
	吸込空気温度 (室外)	乾球 2℃ 湿球 1℃

(注) 1. 運転性能は、てんかせ4方向と組み合わせた場合の室外ユニット性能を示します。

[]内はインバーターによる可変範囲を示します。

2. 運転性能は、右上表の運転条件で運転した場合を示します。

(配管長 7.5 m・高低差 0 m)

3. 最大暖房低温性能は、除霜運転を含む積算値を示します。

4. 音圧レベル運転音は、反響の少ない無響室で、製品正面1.0m、地上高さ1.5mの測定位置における値(Aスケール)を示します。

実際の据付状態は周囲の騒音や反響を受け、表示値より大きくなります。

5. 音響パワーレベル運転音はJIS B 8616:2015に基づいた値です。

製図	ムラツノ	2019-02-18
審査	ナカムラト	2019-02-18
承認	イガワタ	2019-02-18

品名

仕様表

日立ジョンソンコントロールズ
空調株式会社

清水園番

317R151949

入庫

2019
02-19

日立空冷ヒートポンプ式パッケージエアコン
かべかけ室内ユニット仕様表

型式: RPK-GP80K3

品番

仕様表

運転条件(JIS B 8616)

項		目	仕様(50/60Hz)
型 式	本 体	-	RPK-GP80K3
	ストレーナーキット(別売)	-	MSF-NP112A1
性 能	冷 房	定格能力	kW 8.0
		定格消費電力	kW 0.08
	ビル用マルチ冷房定格時の顕熱比 (SHF)		- 0.72
	暖 房	定格能力	kW 9.0
		定格消費電力	kW 0.08
	音圧レベル運転音(H急-急-強-弱)		dB (A) 47-44-40-35
	音響パワーレベル運転音(H急-急-強-弱)		dB (A) 63-60-56-51
外 装		-	ホワイト(6.8PB9.21/0.49)
外形寸法(幅×奥行×高さ)		mm	1,100×260×300
エアフィルター		-	ポリプロピレン製(防カビ)
熱交換器		-	多通路クロスフィン式
冷媒		-	R410A/R32
冷媒制御装置		-	電子制御膨張弁
送風機		-	貫流ファン×1
送風機用電動機(出力×個数)		kW	0.04×1
風量(H急-急-強-弱)		m ³ /min	20-17.5-15.5-12.5
機外静圧		Pa	0
風向調節		-	上下自動、左右手動
空気温度調整装置		-	電子式温度調節器
保護装置		-	操作回路用ヒューズ
質 量	本 体	kg	15
	ストレーナーキット(別売)	kg	ガス側0.4、液側0.2
IPコード		-	IPX0
電源		-	単相200V 50/60Hz
リモコン1	型式	-	PC-AWR
リモコン2	型式	-	PC-ARF5
リモコン3	型式	-	PC-ARFV4

吸込空気温度		
冷房標準	室内	乾球 27℃ 湿球 19℃
	室外	乾球 35℃
暖房標準	室内	乾球 20℃
	室外	乾球 7℃ 湿球 6℃

- (注) 1. 室内ユニット冷房/暖房能力は、右表の運転条件(JIS B 8616:2015)で運転した場合の室内ユニット1台当り相当能力を示します。
2. 室内ユニット冷房/暖房の消費電力は、室内ユニットの送風用電動機等に消費する値を示します。
3. 音圧レベル運転音は反響の少ない無響室で、製品正面1m、製品下方1mの測定位置における値(Aスケール)を示します。
実際の据付状態は周囲の騒音や反響を受け、表示値より大きくなります。
4. 音響パワーレベル運転音はJIS B 8616:2015に基づいた値です。
5. ビル用マルチシステムへかべかけ室内ユニットを組み込む場合は、電子膨張弁弁部への固形異物混入を防止するため、
かべかけ室内ユニット近傍の冷媒配管にストレーナキットを取り付けてください。
6. 本機に補助電気加熱器は組み込めませんので、ご注意ください。
7. ユニット内蔵の受光部にて、ワイヤレスリモコンを使用する場合、下記の制約があります。
- (1) リモコンとワイヤレスリモコンの2リモコン操作は使用できません。
- (2) 1リモコンでの複数台同時運転への接続は使用できません。
- (3) 同時ツイン、同時トリプル、同時フォーに使用することはできません。
- (リモコンまたは受光部キットでの対応となります。)

品名

仕様表


日立ジョンソンコントロールズ
空調株式会社

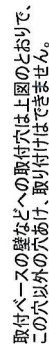
清水図番

G0000048804

作成日
2020-01-31

A4

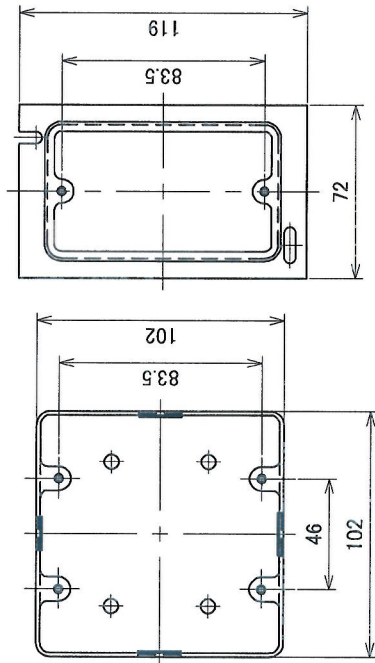
白カジョシノンコンテロールズ 空研株式会社	東大印番	G0000048766	作成日	2020-01-31
品名	寸法図		尺規	断口
記号	求値			



取付ベース(本体付属)の取付寸法

臨
州

1. JISスイッチボックス(現地準備品)使用の場合は、天地方向に御注意のうえ取り付けてください。
2. 液晶表示は運転状態に応じた表示となります。
3. 付属品:取付ネジ(M4 x 16mm、本ネジ)2本



年	月	日	訂正者	審査者	承認者
記号			来歴		
品名			R 度	N T S	入庫
多機能リモコン 寸法図			投影法 	検査	訂正
			清水国彦	317S157756	
			日立システムズコントロールズ 空調株式会社	2018 10-19	
備考			CAD		
			6	7	8

HAZARD ASSESSMENT FOR PROJECT:

PROJECT START DATE:

PROJECT FINISH DATE:

CONTRACTOR'S NAME:

ENGINEER'S NAME:

Hazard Assessment

Project:

Scheduled Start Date:

Scheduled Completion Date:

Determine Significant Hazards

Safety Hazards - hazards caused by equipment, unsafe working conditions or work practices.

- | | |
|--|--|
| <input type="checkbox"/> abrasive wheels | <input type="checkbox"/> people carriers |
| <input type="checkbox"/> animal attacks | <input checked="" type="checkbox"/> power and hand tools/equipment |
| <input type="checkbox"/> battery charging | <input type="checkbox"/> rotating equipment |
| <input type="checkbox"/> confined spaces | <input type="checkbox"/> scaffolds |
| <input type="checkbox"/> cranes/hoists | <input type="checkbox"/> slippery walking and working surfaces |
| <input type="checkbox"/> electrical hazards | <input type="checkbox"/> storage areas/warehouses |
| <input type="checkbox"/> forklifts | <input type="checkbox"/> underground work |
| <input type="checkbox"/> inadequate housekeeping | <input type="checkbox"/> vehicle hazards |
| <input type="checkbox"/> inadequate machine guarding | <input type="checkbox"/> violence (eg. unlit parking lots) |
| <input type="checkbox"/> ladders or personnel lifts | <input type="checkbox"/> working with the public |
| <input type="checkbox"/> material handling systems | |
| <input type="checkbox"/> others. List them | |

Physical Hazards

- | | |
|--|---|
| <input type="checkbox"/> electricity | <input type="checkbox"/> lasers |
| <input type="checkbox"/> lighting | <input type="checkbox"/> noise pressure radiation |
| <input checked="" type="checkbox"/> temperature extremes | <input type="checkbox"/> vibration |
| <input type="checkbox"/> x-rays | |
| <input type="checkbox"/> others. List them. | |

Chemical Hazards

- | | |
|---|--|
| <input type="checkbox"/> acrylonitrile | <input type="checkbox"/> fire/explosions |
| <input type="checkbox"/> anesthetic gases | <input type="checkbox"/> isocyanates |
| <input type="checkbox"/> arsenic | <input type="checkbox"/> lead |
| <input type="checkbox"/> benzene | <input type="checkbox"/> mercury |
| <input type="checkbox"/> cancer causing agents | <input type="checkbox"/> personal protective equipment |
| <input type="checkbox"/> cleaning products/detergents | <input type="checkbox"/> silica |
| <input type="checkbox"/> coke oven emissions | <input type="checkbox"/> solvents |
| <input type="checkbox"/> compressed gases | <input type="checkbox"/> vapors |
| <input type="checkbox"/> disinfectants/antiseptics | <input type="checkbox"/> vinyl chloride |
| <input type="checkbox"/> drugs | <input type="checkbox"/> wastes |
| <input type="checkbox"/> ethylene oxide | |
| <input type="checkbox"/> others. List them | |

Biological Hazards

- | | |
|--|------------------------------------|
| <input type="checkbox"/> allergies | <input type="checkbox"/> insects |
| <input type="checkbox"/> animal bites | <input type="checkbox"/> parasites |
| <input type="checkbox"/> bacteria | <input type="checkbox"/> plants |
| <input type="checkbox"/> bird and bat feces | <input type="checkbox"/> sunlight |
| <input type="checkbox"/> bodily fluids | <input type="checkbox"/> viruses |
| <input type="checkbox"/> fungi (mould) | |
| <input type="checkbox"/> human/animal waste | |
|
<input type="checkbox"/> others. List them | |

Ergonomic Hazards - hazards caused by anatomical, physiological and psychological demands on the worker.

- | | |
|---|--|
| <input type="checkbox"/> awkward postures | <input type="checkbox"/> prolonged standing |
| <input type="checkbox"/> manual material handling | <input type="checkbox"/> repetitive work |
| <input type="checkbox"/> pace of work | <input type="checkbox"/> shift work |
| <input type="checkbox"/> poorly designed equipment | <input type="checkbox"/> using force |
| <input type="checkbox"/> poorly designed tools | <input type="checkbox"/> workload (overload/underload) |
| <input type="checkbox"/> poorly designed workstations | <input type="checkbox"/> work organization |
| <input type="checkbox"/> prolonged sitting | |
|
<input type="checkbox"/> others. List them. | |

Do you put controls in place for the hazards you have identified?

- ☐ Yes ☐ No

If Yes, please list controls:

If No, please explain:

Your Name

Company Name

Date

CONTRACTOR'S GENERAL RESPONSIBILITIES

Purpose. To inform contractor's of their general responsibilities for post managed construction projects.

Use for all post managed construction projects regardless of size.

The following is required of all construction contractors and subcontractors:

- Contractors must demonstrate understanding of their responsibilities under Post Managed Construction Project safety program by addressing hazards in pre-planning processes and meetings.
- Prior to starting a project, each contractor is required to review the work site and identify hazards that may occur while performing the job.
- Prior to starting a project, the contractor shall contact Contracting Officer, to ensure they have received pertinent information for the project including requirements for permits, floor plans, utility information, asbestos, lead based paint, and other hazardous materials.
- Per 15 FAM 935, contractors must provide their employees with a safe and healthful condition of employment.
- Contractors are expected to provide a "competent person" to implement Site health and safety plan and to oversee its compliance. A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.
- The Contractor shall be responsible for the removal and/or disposal of hazardous waste generated from the project. Hazardous waste generated from the project must be removed and disposed of in accordance with the Department's Hazardous Waste Management Policy as well as local rules and regulations.
- The contractor shall ensure proper safety, health and environmental requirements of EM 385-1-1 applicable to their project are followed.
- The contractor shall ensure individuals working at the site are trained and are aware of potential hazards. Contractors shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.
- Contractors will report accidents to POSHO.

PERSONAL PROTECTIVE EQUIPMENT

Purpose. To inform contractors of their responsibilities under post's personal protective equipment standard while performing work at the Post.

Use for all post managed construction projects:

Contractors are required to comply with the following provisions:

- Protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be used wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.
- Each affected employee shall use appropriate eye or face protection when exposed to eye or face hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.
- Each affected employee shall use appropriate respiratory protection when potentially exposed to air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors and when such hazards cannot be reduced or eliminated by effective engineering controls.
- Each affected employee shall wear protective helmets when working in areas where there is a potential for injury to the head from falling objects. Protective helmets shall also be worn to reduce electrical shock hazards when near exposed electrical conductors which could contact the head.
- Each affected employee shall wear protective footwear when working in areas where there is a danger of foot injuries due to falling and rolling objects, or objects piercing the sole, and where such employee's feet are exposed to electrical hazards.
- Each affected employee shall wear protective ear wear whenever noise exposures equal or exceed an 8-hour time-weighted average sound level (TWA) of 80 decibels and when engineering controls cannot reduce or eliminate the hazard.
- Each affected employee shall wear protective gloves when working in areas where hands are exposed to hazards such as those from skin absorption of harmful substances; severe cuts or lacerations; severe abrasions; punctures; chemical burns; thermal burns; and harmful temperature extremes.
- Contractors shall provide training and upon completion, each employee shall be tested, and certified in writing by the trainer. If at any time the trained employee changes work activities requiring different PPE, or exhibits lack of understanding of the required PPE, the employee shall be retrained and re-certified.

HAND AND POWER TOOL SAFETY

Purpose. To inform contractors of their responsibilities with respect to safe working conditions of tools and equipment.

Use anytime contractor utilizes hand and portable power tools and other hand-held equipment.

Contractors are required to:

- Ensure the safety of tools and equipment used by its employees.
- Inspect at regular intervals and maintain in good repair all tools in accordance with the manufacturers' specification.
- Ensure that all operating and moving parts operate and are clean.
- Require that appropriate personal protective equipment be worn for hazards that may be encountered while using portable power tools and hand tools.
- Ensure that tools are used for their intended purposes.
- Ensure that all employees receive instruction on regulations and the safe use of each power tool.
- Provide owners' manuals including manufacturer's specifications and suggested work practices and make available upon request to all employees required to use the equipment.

ELECTRICAL SAFETY

Purpose. To inform contractors of their responsibilities when performing work that may impact electrical systems on posts' properties.

Use anytime a contractor may impact the electrical system. Such activities include, but are not limited to:

- . • Installation of electrical systems, components, machinery, and equipment.
- . • Alterations of electrical systems, components, machinery, and equipment.
- . • Maintenance of existing systems and equipment.
- . • Demolition of existing systems.
- . • Temporary planned outages.
- . • Tests and diagnostics.

Contractors are required to:

- Identify any potential sources of electrical energy likely to cause death, injury, or serious physical harm.
- Notify the POSHO and the Project Manager of impact activities prior to the start of work.
- Coordinate planned outages with POSHO and the Project Manager.
- Ensure all employees performing impact activities have received sufficient training in compliance with post's, OBO's and local regulations.
- Ensure all employees are provided adequate personal protective equipment as required by the regulations mentioned below.
- . • Ensure all work is performed in accordance with the guidelines of federal and local regulations listed below.
- . • Follow Lock-Out/Tag-Out procedures for the Control of Hazardous Energy as specified in the OSHA 29 CFR 1910.147 Standard, and in the Post's Lock-Out/Tag-Out program.

FALL PROTECTION

Purpose. To inform contractors of their responsibilities when performing work at elevated surfaces at posts.

Use anytime a contractor is suspected to work at unguarded locations above six feet. Such locations may include but is not limited to the following:

- . • Portable and fixed ladders
- . • Aerial lifts
- . • Scaffolds
- . • Roofs
- . • Elevated work locations and platforms

Contractors are required to:

- Reduce the hazards associated with falls.
- Control fall hazards first through engineering controls.
- Institute personal fall arrest systems, administrative controls and training when engineering controls are not feasible.
- Have a formal fall protection program in accordance with OSHA requirements or equivalent as determined by the POSHO
- Have the necessary fall protection equipment to safely perform the job.
- Have workers properly trained in the use of fall protection equipment.
- Have supervisors (or competent personnel) who ensure the use of fall protection equipment as required.